

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION**

MANAGEMENT ADVISORY)	
SERVICES, INC.,)	
)	CIVIL ACTION FILE NO.:
Plaintiff,)	
)	
v.)	
)	
THEODORE B. BRENNAN, and)	
ENGINEERED ATTACHMENTS,)	
LLC, dba North American)	
Attachments,)	
)	
Defendants.)	

COMPLAINT

COMES NOW Management Advisory Services, Inc. (“Plaintiff”) by and through the undersigned counsel and files and serves this its Complaint against Theodore B. Brennan (“Brennan”) and Engineered Attachments, LLC, dba North American Attachments (“Engineered Attachments”) (collectively “Defendants”) showing this Court the following:

THE PARTIES, JURISDICTION, AND VENUE

1.

Plaintiff is a corporation organized pursuant to the laws of the State of South Carolina. Plaintiff’s principal place of business is located in the State of South

Carolina. Plaintiff does not transact business in Georgia pursuant to O.C.G.A. § 14-2-1501(b)(7) and is not required to obtain a certificate of authority from the Secretary of State in order to bring this action.

2.

Brennan is an individual who is a citizen of the State of Georgia. Brennan may be served with process at his residence located at 24 Westchester Road, Cartersville, Georgia 30120.

3.

Engineered Attachments is a limited liability company organized pursuant to the laws of the State of Georgia. Engineered Attachment's principal place of business is located at 200 Kapp Street, Winston-Salem, North Carolina 27105. Upon information and belief, the members of Engineered Attachments are: (i) Brennan, who is a citizen of the State of Georgia; and (2) Bane Investment Group, LLC, a Georgia limited liability company of which, upon information and belief, Brennan is the sole member. Engineered Attachments may be served with process through its registered agent, Capitol Corporate Services, Inc. 3675 Crestwood Parkway, N.W., Suite 350, Duluth, Georgia 30096.

4.

This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship between Plaintiff and Defendants and because the amount in controversy exceeds \$75,000.

5.

Brennan and Engineered Attachments are subject to the general personal jurisdiction of this Court because they are citizens of the State of Georgia.

6.

This Court is an appropriate venue for this civil action pursuant to 28 U.S.C. § 1391(b) and L.R. 3.1 because the events or omissions giving rise to Plaintiff's claims occurred in Bartow County, which is within the Rome Division of the Northern District of Georgia.

BACKGROUND

7.

On January 9, 2019, Engineered Attachments, by its member, Brennan, executed that certain "Promissory Note" in which Engineered Attachments agreed to pay Plaintiff \$150,000.00 pursuant to terms which are described in the Promissory Note.

8.

The Promissory Note also contains a “Guaranty” by Brennan in which Brennan “unconditionally guarantees all the obligations of the Borrower under this Note.”

9.

A true and correct copy of the Promissory Note is attached hereto as Exhibit “A”.

10.

Defendants failed to make the monthly payments required by the Promissory Note and Guaranty. Defendants have failed to make any payments toward the Promissory Note since November 2020. As of the date of this Complaint, the balance of the debt owed by Defendants to Plaintiff under the Promissory Note and Guaranty is \$148,031.25.

**COUNT I
BREACH OF PROMISSORY NOTE AND GUARANTY**

11.

Plaintiff incorporates the preceding paragraphs of its Complaint as is set forth in its entirety.

12.

Engineered Attachments agreed to repay the debt evidenced by the Promissory Note pursuant to the terms of the Promissory Note.

13.

Brennan unconditionally guaranteed Engineered Attachments' obligations under the Promissory Note.

14.

Defendants have breached the Promissory Note and Guaranty, respectively, by failing to make payments to Plaintiff as and when due under the Promissory Note.

15.

Due to the breaches of Defendants, Plaintiff is entitled to recover the amount due under the Promissory Note and Guaranty, \$148,031.25, from Defendants, jointly and severally.

**COUNT II
ATTORNEYS' FEES AND EXPENSES OF LITIGATION**

16.

Plaintiff incorporates the preceding paragraphs of its Complaint as is set forth in its entirety.

17.

Defendants have acted in bad faith and have been stubbornly litigious by not paying the amount owed under the Promissory Note and Guaranty.

18.

Pursuant to O.C.G.A. § 13-6-11, Plaintiff is entitled to recover its attorneys' fees and expenses of litigation incurred in prosecuting this action from Defendants, jointly and severally.

WHEREFORE, Plaintiff prays that the Court:

- (A) Enter judgment in favor of Plaintiff and against Defendants, jointly and severally, in the amount of \$148,031.25, plus post-judgment interest permitted by law;
- (B) Award Plaintiff its attorneys' fees and expenses of litigation incurred in prosecuting this action pursuant to O.C.G.A. § 13-6-11; and
- (C) Grant Plaintiff all such other legal and equitable relief that is appropriate.

Respectfully submitted this the 8th day of March, 2021.

WOMBLE BOND DICKINSON (US), LLP

/s/ Arthur A. Ebbs

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